

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MAIN STREET AMERICA : CIVIL ACTION
ASSURANCE COMPANY :
v. :
HOWARD LYNCH PLASTERING, : NO. 21-3977
INC., *et al* :
:

ORDER

AND NOW, this 22nd day of February 2022, upon considering the parties' Stipulation of Dismissal (ECF Doc. No. 27) responsive to our February 16, 2022 Order (ECF Doc. No. 26), and consistent with the findings in our February 14, 2022 Order and Memorandum (ECF Doc. Nos. 23, 24), it is **ORDERED**:

1. We enter **JUDGMENT** in favor of Main Street America Assurance Company and **DECLARE**:
 - a. Main Street America Assurance Company need not defend or indemnify Howard Lynch Plastering, Inc. and W.B. Homes, Inc. in the lawsuit captioned *William McGinnis, et al. v. W.B. Homes, Inc., et al.*, No. 2018-19272 (Montgomery Cnty. Ct. Com. Pl.);
 - b. Main Street America Assurance Company need not indemnify W.B. Homes, Inc. for sums it paid to settle the "Desnoyers Arbitration" as defined in our February 14, 2022 Memorandum (ECF Doc. No. 23); and,
 - c. Main Street America Assurance Company need not indemnify W.B. Homes, Inc. for sums it paid to settle the thirty-two "Homeowner Claims" as defined in our February 14, 2022 Memorandum (ECF Doc. No. 23);
2. We **DISMISS** all other requested relief in the Complaint (ECF Doc. No. 1) under Federal Rule of Civil Procedure 41(a)(1)(A); and,

3. The Clerk of Court shall **close** this case.



A handwritten signature in black ink, appearing to read "John M. Kearney".

KEARNEY, J.